

## **REMARKS**

In the Official Action mailed on **19 December 2007**, the Examiner reviewed claims 1, 3-12, 14-23, and 25-33. Examiner rejected claims 1, 3-12, 14-23, and 25-33 under 35 U.S.C. § 112. Examiner rejected claims 1, 3-12, 14-23, and 25-33 under 35 U.S.C. § 103(a) based on Reed et al. (U.S. Patent No. 6,345,288 hereinafter “Reed”), and Bischoff et al. (USPN 6,718,377 hereinafter “Bischoff”).

### **Interview Summary**

In response to the interview conducted on **23 January 2008**, please find a Summary of Record of Interview below.

### **Identification of Claims and Prior Art Discussed**

Applicant and Examiner discussed Reed and Bischoff as applied to independent claims 1, 8, 12, 19, 23, and 30 of the instant application.

### **Applicant's Arguments**

Neither Reed nor Bischoff includes a session associated with the data transfer that is leased and subject to periodic renewal by the first component at an interval of time specified by an initial lease duration parameter. Applicant proposed amendments which are reflected in the instant response.

### **Outcome of Interview**

Examiner agreed to consider Applicant's proposed amendments.

### **Rejections under 35 U.S.C. §112**

Examiner rejected claims 1, 3-12, 14-23, and 25-33 under 35 U.S.C. § 112. Applicant has removed the limitation upon which this rejection was based from independent claims 1, 8, 12, 19, 23, and 30.

### **Rejections under 35 U.S.C. §103(a)**

Examiner rejected claims 1, 3-12, 14-23, and 25-33 as being unpatentable over Reed in view of Bischoff. Applicant respectfully disagrees. Neither Reed nor Bischoff, either separately or in concert, includes a session associated with the data transfer that is **leased subject to periodic renewal** by the first component at an interval of time specified by an **initial lease duration parameter**.

Reed does disclose a polling refresh interval and an expiration date (Reed, C36:L58-63) and a default expiration period (Reed, C38:L1-2), but these parameters are for **communication objects** rather than **sessions**. In Reed a **communication object** is a high-level data structure that serves as a container for type definitions, elements, pages, and rules (Reed, C22:L1-4). In embodiments of the present invention, a **session** is a data-transfer of a specific duration (instant application, P10:L10-12).

Moreover, in Reed, the polling refresh interval and expiration data are set by the **consumer** rather than the **provider** and are **not** a lease on a session subject to renewal. For example, in Reed the polling refresh interval and expiration date are used to refresh pages. Bischoff discloses a **timeout method** for data access (C6:L49-51), but this timeout method is **not** a lease on a session subject to renewal. This is because a timeout in Bischoff is the maximum time for which a **response** for an object is considered valid (Bischoff, C6:L49-50), rather than a lease on the session with the object. A timeout is a standard method used in network management to determine when to stop trying to obtain an object over a network.

In contrast, embodiments of the present invention include a data transfer session that is **leased subject to periodic renewal** by the first component at an interval of time specified by an **initial lease duration parameter** (instant application, P10:L19-22). For the reasons stated above, the lease as taught in the instant application is different from the refresh interval and expiration date in Reed and the timeout method in Bischoff.

Accordingly, Applicant has amended independent claims 1, 8, 12, 19, 23, and 30 to clarify that a data transfer session is **leased subject to periodic renewal** by the first component at an interval of time specified by an **initial lease duration parameter**. These amendments find support in instant application, P10:L19-22. No new matter has been added.

Hence, Applicant respectfully submits that independent claims 1, 8, 12, 19, 23, and 30 as presently amended are in condition for allowance. Applicant also submits that claims 3-7, which depend upon claim 1, claims 9-11, which depend upon claim 8, claims 14-18, which depend upon claim 12, claims 20-22, which depend upon claim 19, claims 25-29, which depend upon claim 23, and claims 31-33, which depend upon claim 30, are for the same reasons in condition for allowance and for reasons of the unique combinations recited in such claims.

**CONCLUSION**

It is submitted that the present application is presently in form for allowance. Such action is respectfully requested.

Respectfully submitted,

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